

## **VENDOR TERMS OF AGREEMENT FOR BOOTH SPACE RESERVATION (Please retain for your reference)**

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### **2008 MUDTOWN DAYS – June 27th & June 28th FESTIVAL**

#### **HOURS OF OPERATION:**

**\*\*5:00 Friday - June 27th until closing at 10:00 p.m.  
9:00 Saturday - June 28th<sup>d</sup> until closing at 10:00 p.m.**

- A. **EVENT TIME FRAME:** All must be set up by 5:00 pm Friday, June 27<sup>th</sup>, 2008. Vendors may begin setting up on Thursday afternoon, June 226th. Dismantling or depletion of Vendor booths in any way shall not take place before the indicated day/time without advance approval of the Mudtown Festival Board.
- B. **COMPLETION OF RESERVATION AGREEMENT FORM:** The Booth Space Reservation Agreement form must be completed in full and must include a check for the booth rental fee and electric charges (if required), and any other documents requested. Application for space and its acceptance constitutes a contract to use the space assigned. The Mudtown Days Board retains the privilege to change assigned locations for unavoidable reasons. Each exhibitor acknowledges his agreement to these rules and regulations by payment of exhibit space fee and signature on the application form. Upon acceptance of the application, the Vendor will be informed either by phone, letter, or e-mail. Please make check payable to City of Lowell Mudtown Days. Please mail to City of Lowell, Attention: Special Events Coordinator, P.O. Box 979, Lowell, AR 72745.
- C. **VENDOR BOOTH SPACE SIZE AND CONSTRUCTION:** All installations constructed by the Vendor must fit within an area of approximately 25 X 15 feet wide unless otherwise noted on application form, and shall be subject to approval of the Mudtown Festival Board. Vendor will not leave trailer attached to vehicle at booth space. All vehicles must be removed after setup. Vendors will supply all items needed to construct and operate their area (tents, extension cords, tables, ladders, rope, signage, etc.). Additional space will require an additional fee. Canopies must be staked to the ground. Only one Trailer is allowed.
- D. **VENDOR SET UP:** Unless advance, written consent has been granted through the Mudtown Festival Board:  
  
**\*\*Vendors may begin setting up their booth at 12:00 p.m. Thursday, June 26<sup>th</sup>, 2008, and must be completely ready for operation by 3:00 p.m. Friday. Vendors will have all vehicles removed from the Mudtown Days area by 12:00 p.m. on Friday. No vehicles will be allowed in the Festival area until 9:00 p.m. Saturday (Vehicles allowed on approved basis only). The Vendor's complete cooperation with the Mudtown Days Committee and Volunteers on this point is expected.**
- E. **RAIN OUT POLICY:** In the event of inclement weather, the Mudtown Festival Board will assess the situation and determine if it is necessary to close down booths at the festival and call rain-out. Vendors will be informed if this is the case by the Mudtown Days staff. No refunds will be made due to weather conditions.

- F. VENDOR PARKING: Due to limited space available in the downtown area of Lowell, there are no special provisions for Vendor vehicles or RV parking. Vendors will also not be allowed to stay on the premises at night; therefore, the Vendor must make offsite-sleeping arrangements.
- G. SECURITY: A security guard will be on duty Friday night beginning at 10:00 pm until 9:00 am Saturday morning. The guard is expected to be a deterrent to vandalism and theft; however, the Mudtown Festival Board assumes no liability for any asserted losses. Vendor equipment and merchandise may remain on site overnight at your own risk.
- H. VENDOR TEAR-DOWN: Vendors will remove all trash, property and all structures placed on the space by 12 noon Sunday morning, June 29th and will surrender their space in the same condition, except for the natural wear and tear and damage resulting from this contract, as at the beginning thereof.
- I. ELECTRICITY: Vendors will not use any more electricity than that which is indicated on this application/contract and approved by the Mudtown Festival Board. (Please, no last minute coffee pots!) *No electrical generators will be allowed without advance written consent of the Mudtown Days Board.*
- J. WATER: The Mudtown Days Festival has water available to all participants. There are no direct hook-ups available without advance written consent from the Mudtown Festival Board. Vendors must supply their own method of water transportation as needed.
- K. ICE: As a service to Vendors, the Mudtown Festival Committee will sell and deliver Ice to all Vendors upon request from a central location within the Festival site.
- L. TRASH REMOVAL: All trash generated by Vendors must be disposed of in a timely manner in the dumpsters provided throughout the day and before leaving the Mudtown Days site each day. Vendors are not permitted to use the lined trash boxes located within the festival area.
- M. NON-TRANSFER OF SPACE: Vendors may not transfer or sublet their space or any part thereof to permit the same to be used by any other person without the prior written consent of the Mudtown Festival Board.
- N. ACCESS: The Mudtown Festival Board/Volunteers shall have full access to the space covered by this contract at all times during the festival.
- O. LIABILITY: Vendors will indemnify and hold the Mudtown Days Festival and City of Lowell harmless from all costs, losses, damages, or expenses including litigation and attorney's fees, resulting from any loss, injury or damage, real or asserted, to any person or property, arising out of any act or omission of Vendor, their employees, agents or other representatives. The Mudtown Festival Board and the City of Lowell, volunteers, or members, shall not be held responsible for any loss or damage due to theft, fire, accident or other causes, but will use reasonable care to protect the Vendor from such loss.
- P. CONTRACT TERMINATION: The Mudtown Festival Board expressly reserves the right to terminate the reservation/agreement granted hereunder at any time without

liability upon the refund of the fee paid herewith. No refunds, regardless of weather, will be made.

- Q. **COMPLIANCE WITH TERMS OF CONTRACT:** Vendors, their representative, agents and employees will comply with all general rules and regulations prescribed by the Mudtown Festival Board. The Vendor certifies that this information will be properly and completely communicated to its associates to ensure complete compliance.
- R. **RIGHT OF REFUSAL:** The Mudtown Festival Board reserves the exclusive and discretionary right to decline applications for Vendor space reservations in general and in these instances in particular: failure to meet deadline for application, failure to provide a photo of Vendor booth, space or electrical power limitations, duplication of sale items or deviation from the Mudtown Days Purpose or desired image. Again, the Mudtown Days Festival is a family oriented event and the sale of any kind of harmful or offensive materials are prohibited. The decision of the Mudtown Days Festival is final.
- S. **SALES TAX:** Total sales tax in Lowell is 9%. All collection and reporting of sales tax is responsibility of Vendor.
- T. **NO OPEN FLAMES:** No grills, no gasoline, no combustible materials or liquids.
- U. **VENDOR SPACE:** Cost is \$100.00 for a space 25 X 15 feet.
- V. **SHARING A BOOTH:** If two separate exhibitors are sharing a booth, each person must complete an application. (There is a \$10.00 additional fee for booth space shared by separate exhibitors.) Shared spaces must submit applications mailed in stapled together (excluding husband and wife).
- W. **COMMISSIONS:** None

I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS AND AGREE WITH  
THE TERMS OF THE CONTRACT \_\_\_\_\_  
NAME  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.